

BOOK.

81 PAGE 284  
STATE MS.-DE SOTO CO.  
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DeSoto County, Mississippi  
Site ID TN-1560 / Name Olive Branch

#### ASSIGNMENT OF LEASES

20 This Assignment of Leases ("Assignment") is made and entered into effective as of the day of April, 1999, by and between Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications ("Nextel"), successor in interest to Dial Call, Inc. and Tower Parent Corp., a Delaware corporation and an affiliate of Nextel ("Parent Co.").

#### WITNESSETH:

WHEREAS, Nextel, Parent Co., Tower Asset Sub, Inc., a Delaware corporation and affiliate of Nextel and Parent Co. ("Tower Sub"), and certain other parties designated therein have entered into an Agreement and Plan of Merger dated February 10, 1999, as amended (the "Merger Agreement"), which contemplates, inter alia, the conveyance, assignment, transfer and delivery of Nextel's tower assets;

WHEREAS, Nextel is either the tenant or the successor in interest to the tenant, as the case may be, to that certain July 2, 1997 lease by and between JCN Investment Co., Inc., a Mississippi Corporation as landlord and Dial Call, Inc., a Georgia Corporation, d/b/a Nextel Communications as tenant (as the same may have heretofore been assigned, modified or supplemented, the "Prime Lease");

WHEREAS, pursuant to the Prime Lease, Nextel's tower assets include without limitation rights, title and interests in and to a certain parcel of real property in DeSoto County, Mississippi (the "Property"), and all subleases and sublicenses between Nextel or its predecessor in interest as sublessor or sublicensor and third party sublessees and sublicensees, if any (collectively, the "Tenant Leases");

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WHEREAS, in connection with the conveyance, assignment, transfer and delivery of Nextel's tower assets, Nextel desires to assign to Parent Co., and Parent Co. desires to assume all of Nextel's rights, title and interests in and to the Prime Lease, the Property and the Tenant Leases, if any;

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.

2. Incorporation of Exhibits. The Property, and/or the underlying parcel of real property owned by landlord of which the Property is a part, is more particularly described on Exhibit A hereto which is incorporated by this reference. The Tenant Leases, if any, are listed on Exhibit B hereto which is incorporated by this reference.

3. Assignment. Nextel does hereby assign, transfer, set over, and deliver to Parent Co. all of Nextel's rights, title and interests in and to the Prime Leases, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Prime Leases, the Property, and the Tenant Leases. Parent Co. does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of the lessee or tenant under the Prime Lease, all the terms and conditions of all related easements and ancillary agreements, and all the terms and conditions which are the responsibility of the sublessor or sublicensor under each of the Tenant Leases, and which arise, are incurred, or are required to be performed from and after the date of this Assignment.

4. Further Assurances. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers made pursuant to this Assignment.

5. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.

6. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware without reference to its conflicts of laws principles. Notwithstanding the foregoing, to the extent that the law of the state in which the real property subject to the Prime Lease is located is mandatory rather than permissive for the issue in question (such as, by way of example only, with respect to possession), the laws of the state in which the real property is located shall govern.

7. Successors and Assigns. The terms and conditions of this Assignment shall run with the property and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

[Signatures on next page.]

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IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered effective as of the date first above written.

Nextel South Corp.,  
a Georgia corporation

*James Cal*  
Witness

By: *[Signature]* [SEAL]  
Name: Richard J. Byrne  
Its: Vice President

*C. Hicks*  
Witness

By: *Ried Zulager* [SEAL]  
Name: Ried Zulager  
Its: Secretary

Tower Parent Corp.,  
a Delaware corporation

*James Cal*  
Witness

By: *Glen F. Spivak* [SEAL]  
Name: Glen F. Spivak  
Its: Vice President

*C. Hicks*  
Witness

By: *Ried Zulager* [SEAL]  
Name: Ried Zulager  
Its: Secretary

Address of Assignee/Grantee:  
c/o Nextel Communications, Inc.  
1505 Farm Credit Drive  
McLean, VA 22102  
Attn: Corporate Secretary

## Corporate Acknowledgment

Site ID TN-1560

State of Virginia       )  
                                  ) ss:  
County of Fairfax       )

On April 16, 1999, before me, the undersigned officer, personally appeared:

(a) Richard J. Byrne, with an address at 1505 Farm Credit Drive, McLean, VA 22102,

and

(b) Ried Zulager, with an address at 1505 Farm Credit Drive, McLean, VA 22102  
personally known and acknowledged himself/herself/themselves to me (or proved to me on the  
basis of satisfactory evidence) to be the

[a] Vice President, and

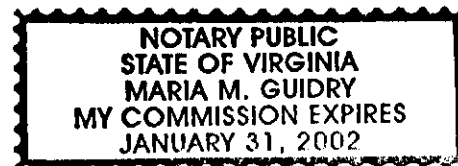
[b] (Assistant) Secretary,

respectively of Nextel South Corp., (hereinafter, the "Corporation") and that as such officer(s),  
being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors,  
executed, subscribed and acknowledged the foregoing instrument for the purposes therein  
contained, by signing the name of the Corporation by himself/herself/themselves in his/her/their  
authorized capacities as such officer(s) as his/her/their free and voluntary act and deed and the  
free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:

Maria M. Guidry [SEAL]  
Notary Public

My commission expires:



## Corporate Acknowledgment

Site ID TN-1560

State of Virginia     )  
                                  ) ss:  
County of Fairfax     )

On April 16, 1999, before me, the undersigned officer, personally appeared:

(a) Glen F. Spivak, with an address at 1505 Farm Credit Drive, McLean, VA 22102,

and

(b) Ried Zulager, with an address at 1505 Farm Credit Drive, McLean, VA 22102  
personally known and acknowledged himself/herself/themselves to me (or proved to me on the  
basis of satisfactory evidence) to be the

[a] Vice President, and

[b] (Assistant) Secretary,

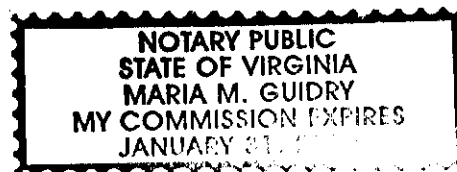
respectively of Tower Parent Corp., a Delaware corporation, (hereinafter, the "Corporation") and  
that as such officer(s), being duly authorized to do so pursuant to its bylaws or a resolution of its  
board of directors, executed, subscribed and acknowledged the foregoing instrument for the  
purposes therein contained, by signing the name of the Corporation by  
himself/herself/themselves in his/her/their authorized capacities as such officer(s) as his/her/their  
free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:



Maria M. Guidry [SEAL]  
Notary Public

My commission expires:



## EXHIBIT A

Site ID TN-1560  
Site Name Olive BranchLegal Description

The description(s) below or attached hereto identifies the following:

- ☒ Underlying Parcel Owned by Landlord.
- ☒ Leased Property.

## Exhibit A

A 25.00 acre tract in the Northwest corner of the Southwest Quarter of Section 33, Township 1 South, Range 6 West, Olive Branch, DeSoto County, Mississippi. Being the North part of the residue of a 116.42 acre tract, as recorded in Deed Book 146, Page 93, in the Chancery Clerk's Office of DeSoto County, Mississippi.

Beginning at an old 1" iron pipe found at the Northwest corner of the Southwest Quarter of Section 33, Township 1 South, Range 6 West, Olive Branch, DeSoto County, Mississippi, thence South 88°56'40" East along the 1/2 section line 483.8 feet to a point; thence South 52°20'47" East along the West right-of-way of U.S. Highway #78 a distance of 860.93 feet to a concrete R/W marker; thence continuing along said right-of-way South 48°51'36" East 500.67 feet to a concrete R/W marker; thence South 38°13'18" East along said right-of-way 13.8 feet to an iron pin; thence South 0°46'12" West 123.6 feet to a point; thence North 89°45'42" West 1558.74 feet to a point; thence North 2°07'13" East along the east line of Lots 8 & 9 of Oscar Harper Subdivision (Plat Book 22, Page 5) and the East line of Ross Road as evidenced by an old wire fence and tree line 152.86 feet to a 1/2" angle iron (found); thence North 1°59'59" East along the East line of Lot 10 and Ross Road 98.15 feet to a 1/2" pipe (found); thence North 0°09'42" East along the East line of Lot 11 and Ross Road 210.95 feet to a 1/2" iron pin; thence North 2°09'23" West along the East line of Lot 12 and Ross Road 265.33 feet to a metal post (found); thence North 2°06'28" East along the East line of Lot 13 and Ross Road 265.49 feet to the point of beginning, containing 1,089,001.696 sq. ft. or 25.0 acres. Subject to Olive Branch and DeSoto County Subdivision and Zoning restrictions, to easements for public utilities and to right-of-way for Ross Road. All according to survey of Thomas W. King, Jr., RLS#1813 dated March 16, 1995.



Olive Branch  
Lease Parcel

A 0.29 acre tract in the Southwest Quarter of Section 33, Township 1 South, Range 6 West, Olive Branch, DeSoto County, Mississippi. Being part of a 25.00 acre tract, as recorded in Deed Book 285, Page 75, in the Chancery Clerk's Office of DeSoto County, Mississippi.

Beginning at an old 1" iron pipe found at the Northwest Corner of the Southwest Quarter of Section 33, Township 1 South, Range 6 West, Olive Branch, DeSoto County, Mississippi, thence run South  $03^{\circ}34'22''$  West for a distance of 265.22 feet to a point; thence run South  $00^{\circ}47'18''$  East for a distance of 265.71 feet to a point; thence run South  $01^{\circ}46'03''$  West for a distance of 210.95 feet to a point; thence run South  $03^{\circ}40'17''$  West for a distance of 153.12 feet to the Point of Beginning; thence run South  $88^{\circ}09'21''$  East for a distance of 125.00 feet to a point; thence run South  $03^{\circ}40'17''$  West for a distance of 100.00 feet to a point; thence run North  $88^{\circ}09'21''$  West for a distance of 125.00 feet to a point; thence run North  $03^{\circ}40'17''$  East for a distance of 100.00 feet to the Point of Beginning, containing 12,500 square feet or 0.13 acres. All according to survey of William L. Howell, Registered Land Surveyor, dated July 9, 1997.

## EXHIBIT B

Site ID TN-1560  
Site Name Olive BranchList of Tenant Leases  
(if applicable)**Sublessor/Sublicensor**  
None**Sublessee/Sublicensee****Lease Date**